

<i>SERFF Tracking Number:</i>	<i>PRUD-126288532</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Prudential Retirement Insurance and Annuity Company</i>	<i>State Tracking Number:</i>	<i>44290</i>
<i>Company Tracking Number:</i>	<i>PRGA-GA-2020-TGWB4-0805-ED-AR</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GA-2020-TGWB4-0805</i>		
<i>Project Name/Number:</i>	<i>GA-2020-TGWB4-0805 /GA-2020-TGWB4-0805</i>		

## Filing at a Glance

Company: Prudential Retirement Insurance and Annuity Company

Product Name: GA-2020-TGWB4-0805      SERFF Tr Num: PRUD-126288532      State: Arkansas

TOI: A03G Group Annuities - Deferred Variable      SERFF Status: Closed-Approved-  
Closed      State Tr Num: 44290

Sub-TOI: A03G.002 Flexible Premium      Co Tr Num: PRGA-GA-2020-  
TGWB4-0805-ED-AR      State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Dan Arcure, Bhuvana      Disposition Date: 12/10/2009

Balasundaram, Elaina Ditillo, Mary

Figured, Loretta Forsythe, Jessica

Frazier, Jessica Kaimo, Laurie

Kaszuba, Lois Kelly, Kelli Gaughan,

Corinne Trichilo, James Malloy,

Samantha Michaud, Karen Mooney,

Leigh Ann Potter, Suzi Roe, Jessica

Roman, Lynn Vega, Laurie Alapick

Date Submitted: 12/09/2009

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: GA-2020-TGWB4-0805

Project Number: GA-2020-TGWB4-0805

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: Resubmission

Group Market Size: Small and Large

Group Market Type: Employer, Trust

Explanation for Other Group Market Type:

State Status Changed: 12/10/2009

Created By: Kelli Gaughan

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 08/20/2009

Domicile Status Comments:

Market Type: Group

Previous Filing Number: PRUD-126076020

Overall Rate Impact:

Filing Status Changed: 12/10/2009

Deemer Date:

Submitted By: Elaina Ditillo

SERFF Tracking Number: PRUD-126288532 State: Arkansas  
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TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
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**Corresponding Filing Tracking Number:**

**Filing Description:**

We enclose for review and approval on a general basis Group Variable Rider Form GA-2020-TGWB4-0805 (the Revised Form). The Revised Form contains technical changes to certain sections of the group variable rider form GA-2020-TGWB3-0805 (the Prior Form), as described below. The Prior Form was approved by your Department on May 19, 2009, SERFF filing number PRUD-126076020. The Revised Form replaces the Prior Form. Once we have approval for the Revised Form, we will no longer issue the Prior Form.

These changes are as follows:

- Section 1.26 "Start Date". We expanded the definition to account for the establishing of a new Start Date, in the event that the Participant withdraws the entire Guaranteed Withdrawal Market Value prior to the lock-in date, and makes a subsequent permitted allocation into an Active Eligible Investment.
- Sections 8.3 and 10. We modified these sections to clarify that Prudential's right to stop accepting funds and limit exchanges between funds under the Rider applies to both active and inactive eligible investments.
- Section 11. We modified these sections to clarify our market timing limitations, and reflect the terminology referenced in Sections 8.3 and 10.
- Sections 1.32, 1.36 and 2.4. Revised definitions to be consistent with Sections 8.3 and 10.

All other descriptions and conditions relating to the approval of the Prior Form, as described in the prior submission filing letter, continue to apply and be in effect.

The Revised Form is a rider to be used in conjunction with previously approved group annuity contract forms issued to pension and profit sharing plans qualified under Section 401(a) of the Internal Revenue Code and government sponsored deferred compensation plans qualified under Section 457 of the Internal Revenue Code. The Revised Form will be marketed to sophisticated plan sponsors and third party record-keepers of the above referenced programs.

We are also submitting a revised Memorandum of Variability to reflect the form number for the Revised Form, and a minor change.

We are enclosing (1) a "red-line" comparison of the Revised Form and the Prior Form and (2) a "red-line" comparison of the revised Memorandum of Variability to the prior one to aid in your review.

Connecticut Department of Insurance, our domicile state, approved the Revised Form on August 20, 2009.

The filing fee of \$20.00 is being sent via EFT to cover the filing fee for this form.

Please note that our domicile state, Connecticut, does not charge a filing fee. Therefore, retaliatory filing fees are not

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TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
Product Name: GA-2020-TGWB4-0805  
Project Name/Number: GA-2020-TGWB4-0805 /GA-2020-TGWB4-0805  
applicable.

The Revised Form, when issued, may vary in format.

## Company and Contact

### Filing Contact Information

Ann Jadro, Second Vice President ann.jadro@prudential.com  
Prudential 732-482-8870 [Phone]  
200 Wood Avenue South 732-482-8946 [FAX]  
Iselin, NJ 08830

### Filing Company Information

Prudential Retirement Insurance and Annuity Company CoCode: 93629 State of Domicile: Connecticut  
280 Trumbull Street Group Code: 304 Company Type: Life  
Hartford, CT 06103 Group Name: State ID Number:  
(860) 534-2890 ext. [Phone] FEIN Number: 06-1050034

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$20.00  
Retaliatory? No  
Fee Explanation: Rider Fee  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Prudential Retirement Insurance and Annuity Company	\$20.00	12/09/2009	32636437

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/10/2009	12/10/2009

*SERFF Tracking Number:* PRUD-126288532 *State:* Arkansas  
*Filing Company:* Prudential Retirement Insurance and Annuity *State Tracking Number:* 44290  
*Company*  
*Company Tracking Number:* PRGA-GA-2020-TGWB4-0805-ED-AR  
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## Disposition

Disposition Date: 12/10/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-126288532 State: Arkansas

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TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: GA-2020-TGWB4-0805

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variability		Yes
Supporting Document	Red-Lined Version of IFX Target Form		Yes
Supporting Document	Red-Lined Version of the Memorandum of Variability		Yes
Supporting Document	AR NAIC Transmittal Form		Yes
Supporting Document	Arkansas Certification		Yes
Form	Target Guaranteed Withdrawal Rider		Yes

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## Form Schedule

Lead Form Number: GA-2020-TGWB4-0805

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GA-2020-TGWB4-0805	Policy/Cont Target Guaranteed ract/Fratern Withdrawal Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			PRIAC GA-2020-TGWB4-0805_Final 9-1-09.pdf

<sup>A</sup>[PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY  
280 Trumbull Street, Hartford, Connecticut 06103

AMENDMENT

WHEREAS, [ABC Company] entered into [Investment Agreement GA-12345] (the <sup>B</sup>["Agreement" / "Contract"]) with Prudential Retirement Insurance and Annuity Company effective [MMMM DD, 20YY]; and

WHEREAS, Prudential Retirement Insurance and Annuity Company and [ABC Company] desire to amend the <sup>B</sup>["Agreement / Contract"];

NOW THEREFORE, effective [MMMM DD, 20YY], the <sup>B</sup>["Agreement / Contract"] is hereby amended as follows:

1. the attached Target Guaranteed Withdrawal Rider is attached to and made part of the <sup>B</sup>["Agreement / Contract"]
2. the Table of Contents is revised to include the Target Guaranteed Withdrawal Rider

[ABC Company]	PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
By: [John Doe]	By: [John Doe]
Title:	Title: [Second Vice President]
Date: _____	Date: _____

]

## TARGET GUARANTEED WITHDRAWAL RIDER

### SECTION 1. DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the <sup>B</sup>[Agreement / Contract]. Notwithstanding any other provisions of this <sup>B</sup>[Agreement / Contract], for purposes of this Rider the following definitions shall apply:

1. **ACTIVE ELIGIBLE INVESTMENT.** An Eligible Investment that has attained its Guarantee Activation Date.
2. <sup>J</sup>[ANNUAL GUARANTEED WITHDRAWAL AMOUNT]. For each Year, the amount We guarantee will be available as a Guaranteed Withdrawal on and after the Guaranteed Withdrawal Lock-In Date. On the Guaranteed Withdrawal Lock-In Date, such amount is equal to the product of the Guaranteed Withdrawal Percentage and the Income Base. If the Guaranteed Withdrawal Lock-In Date is not on the Participant's Birthday, the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] available between the Guaranteed Withdrawal Lock-In Date and the Participant's next Birthday will be reduced by the percentage equivalent to the ratio of (i) the number of days since the Participant's last Birthday and (ii) 365 days. The <sup>J</sup>[Annual Guaranteed Withdrawal Amount] may be increased or decreased in the manner set forth in Section 3 of this Rider. If the entire <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for any subsequent Year.  
  
The <sup>J</sup>[Annual Guaranteed Withdrawal Amount] shall not be greater than <sup>E</sup>[\$250,000] or less than <sup>E</sup>[\$1,000].
3. **BIRTHDAY.** The anniversary of the date of birth of the Participant or, if such date is not a Valuation Date, the Valuation Date immediately preceding such date.
4. **CODE.** The Internal Revenue Code of 1986, as amended from time to time.
5. **CONTRIBUTIONS.** Amounts contributed under the terms of the Plan after the date this Rider becomes part of the <sup>B</sup>[Agreement / Contract] that are allocated to an Active Eligible Investment for the benefit of a Participant.
6. **CONVERSIONS.** The value of amounts invested in an Eligible Investment on behalf of a Participant <sup>D</sup>[or Eligible Spouse] at the time such Eligible Investment first becomes an Active Eligible Investment, determined in accordance with the documents governing such Eligible Investment. Amounts allocated to an Active Eligible Investment

at the time of Conversion shall not be considered Deposits or Transfers to the Active Eligible Investment.

**7. DEPOSITS.** The initial amount of Contributions, Transferred Assets or Rollovers that are allocated to an Active Eligible Investment for the benefit of a Participant <sup>D</sup>[or Eligible Spouse] after the date this Rider becomes part of the <sup>B</sup>[Agreement / Contract].

**8. ELIGIBLE INVESTMENT.** One of the Target-Date Investments or Target-Risk Investments We require to be used to receive Our guarantees under this Rider. Eligible Investments may include asset allocation models. The Plan also may make one or more of these investments available as a Plan investment option that does not receive Our guarantees under this Rider. When used in this Rider, the term “Eligible Investment” refers only to such investments when used to receive Our guarantees under this Rider. The term Eligible Investment includes both Active Eligible Investments and Inactive Eligible Investments.

<sup>D</sup>**9. ELIGIBLE SPOUSE.** A Spouse who is eligible to receive a Spousal Benefit and for whom a Participant has elected to receive a Spousal Benefit, in each case in accordance with this Rider, including the terms and conditions of Section 5.]

**10. EXCESS WITHDRAWAL.** The aggregate amount of Withdrawals in any Year in excess of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for that Year other than: (1) certain Withdrawals to comply with the requirements of Section 401(a)(9) of the Code as set forth in Section 12.3 of this Rider, and (2) any <sup>B</sup>[Agreement / Contract]-related Expenses described in Section 7.3 of this Rider <sup>D</sup>[other than any applicable Asset Charge]. Excess Withdrawals in any Year are not reduced by the amount of any subsequent Deposits, Transfers or Conversions allocated to an Active Eligible Investment during such Year.

**11. GUARANTEE ACTIVATION DATE.** For each Eligible Investment, the date on which We begin to consider the Eligible Investment in determining the <sup>D&J</sup>[Roll-Up Value,] <sup>D</sup>[Highest Birthday Value] and Income Base. For each Eligible Investment that is a Target-Date Investment, the Guarantee Activation Date shall be the later of: (a) <sup>E</sup>[January 1] of the year that is <sup>E</sup>[10 years] before its Target Date, or (b) the date the Target-Date Investment becomes an Eligible Investment. For each Eligible Investment that is a Target-Risk Investment, the Guarantee Activation Date shall be the date it becomes an Eligible Investment.

**12. GUARANTEE FEE.** The fee described in Section 7.1 of this Rider charged for Our guarantees under this Rider.

**13. GUARANTEED WITHDRAWAL.** For each Year, any amount(s) taken as a Withdrawal after the Guaranteed Withdrawal Lock-In Date pursuant to this Rider that:

- a. in the aggregate do not exceed the <sup>J</sup>[Annual Guaranteed Withdrawal Amount]; and
- b. represents either a Withdrawal or an amount paid by Us from Our general account.

**14. GUARANTEED WITHDRAWAL ACCOUNT.** A record keeping account established for each Participant under this Rider to track data relevant to Our guarantees under this Rider.

**15. GUARANTEED WITHDRAWAL LOCK-IN DATE.** The date as of which an <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for the benefit of a Participant <sup>D</sup>[or an Eligible Spouse] is established. Except as provided in Section 2.3, such date shall be the date elected by the Participant <sup>D</sup>[, Eligible Spouse] or such other person or entity specified in the Plan.

A Guaranteed Withdrawal Lock-In Date may not be earlier than the date the Participant attains age <sup>E</sup>[55]. <sup>D</sup>[A Spouse is not eligible to receive the Spousal Benefit under Section 5, unless both the Participant and the Spouse have attained age <sup>E</sup>[55] on the Guaranteed Withdrawal Lock-In Date.] The election of a Guaranteed Withdrawal Lock-In Date cannot be revoked.

**16. GUARANTEED WITHDRAWAL MARKET VALUE.** On each Valuation Date, the aggregate value of the Participant's <sup>D</sup>[or the Eligible Spouse's] interest in the Active Eligible Investments as determined in accordance with the documents governing the Active Eligible Investments.

**17. GUARANTEED WITHDRAWAL PERCENTAGE.** The percentage of an Income Base that may be taken as a Guaranteed Withdrawal each Year without reducing the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] <sup>D</sup>[. If the Spousal Benefit under Section 5 is not elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined] as follows:

Participant Age on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage <sup>D</sup> [without Spousal Benefit]
<sup>E</sup> [Age 55-64	<sup>E</sup> [4.25%
Age 65-69	5.00%
Age 70+]	5.75%]

<sup>D</sup>[If the Spousal Benefit under Section 5 is elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined as shown in the table below. ]

<sup>D</sup>[If the Spouse is eligible to receive the Spousal Benefit under Section 5, and the Spouse is younger than the Participant, the Guaranteed Withdrawal Percentage will be determined by using the Spouse's age, instead of the Participant's, on the Participant's Guaranteed Withdrawal Lock-In Date. ]

<sup>D</sup>[

Lower Age of Eligible Spouse or Participant on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage with Spousal Benefit
<sup>E</sup> [Age 55-64	<sup>E</sup> [3.75%
Age 65-69	4.50%
Age 70+]	5.25%]

]

<sup>D</sup>[**18. HIGHEST BIRTHDAY VALUE.** The Guaranteed Withdrawal Market Value on the Start Date, and thereafter the highest Guaranteed Withdrawal Market Value as of each of a Participant's Birthdays after the Start Date until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Highest Birthday Value attained is increased by the initial amount of each subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment. Each Withdrawal before the Guaranteed Withdrawal Lock-In Date will reduce the then current Highest Birthday Value by the percentage equivalent to the ratio of (i) the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease in the Highest Birthday Value shall be from the reduced Highest Birthday Value.

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value is reset to equal zero and any Spouse of the Participant on the date of death named as <sup>G</sup>[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value terminates and is not used in determining the Income Base.]

**19. INACTIVE ELIGIBLE INVESTMENT.** An Eligible Investment before its Guarantee Activation Date.

**20. INCOME BASE.** Prior to the Lock-In Date, on each Valuation Date the Income Base] of a Participant <sup>D</sup>[or Eligible Spouse] equals the <sup>D</sup>[Highest Birthday Value] <sup>D&</sup><sup>J</sup>[Roll-Up Value] <sup>D</sup>[greater of the Highest Birthday Value and the <sup>J</sup>[Roll-Up Value]] as of the Valuation Date immediately prior. Prior to the Lock-In Date, the Income Base is determined only for reference.

On the Lock-In Date, the Income Base of a Participant <sup>D</sup>[or Eligible Spouse] equals the <sup>D</sup>[greatest/greater] of his or her:

- a. Guaranteed Withdrawal Market Value;
- b. <sup>D & J</sup>[Roll-Up Value;] or
- c. <sup>D</sup>[Highest Birthday Value]

on the Valuation Date immediately prior to his or her Guaranteed Withdrawal Lock-In Date. Thereafter, the Income Base may be increased or decreased in the manner set forth in Section 3 of this Rider.

The Income Base shall not be greater than <sup>E</sup>[\$5,000,000].

**21. RIDER.** This Guaranteed Withdrawal Rider that is a part of the <sup>B</sup>[Agreement / Contract].

**22. ROLLOVERS.** Amounts contributed to the Plan under Code Sections 401(a)(31), 402(c), 403(a)(4) or 408(d)(3)(A)(ii).

<sup>D</sup>[**23. <sup>J</sup>[ROLL-UP VALUE].** The <sup>J</sup>[Roll-Up Value] of a Participant <sup>D</sup>[or Eligible Spouse] equals the sum of all Deposits, Transfers and Conversions allocated to an Active Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of <sup>E</sup>[3]% from the date of the Deposit, Transfer or Conversion until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Withdrawal or Transfer from an Active Eligible Investment before the Guaranteed Withdrawal Lock-In Date will reduce the <sup>J</sup>[Roll-Up Value] by the percentage equivalent to the ratio of (i) the amount of the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease of the <sup>J</sup>[Roll-Up Value] shall be from the reduced <sup>J</sup>[Roll-Up Value].

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the <sup>J</sup>[Roll-Up Value] is reset to equal zero and any Spouse of the Participant on the date of death named as <sup>G</sup>[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the <sup>J</sup>[Roll-Up Value] terminates and is not used in determining the Income Base.]

<sup>D</sup>[**24. SPOUSE.** For purposes of this Rider, Spouse shall mean, at the times specified in this Rider:

- a. the person to whom a Participant is legally married, determined under applicable state law; or
- b. the person with whom a Participant has a legal civil union partnership, recognized under applicable state law.]

<sup>D</sup>[**25. SPOUSAL BENEFIT.** An optional benefit described in Section 5 of this Rider.]

**26. START DATE.** The date on which a Guaranteed Withdrawal Account is established for a Participant. Except as provided in Section 2.3, this date shall be the date of the first allocation to an Active Eligible Investment on behalf of the Participant. If after the Start Date and before any Guaranteed Withdrawal Lock-In Date, the Guaranteed Withdrawal Market Value is equal to \$0.00, then any subsequent permitted allocation to an Active Eligible Investment on behalf of a Participant shall create a new Start Date.

**27. STEP-UP AMOUNT.** The excess, if any, of (a) over (b), determined annually as of the Step-Up Date, where:

- a. is the Guaranteed Withdrawal Market Value; and
- b. is the Income Base

**28. STEP-UP DATE.** After the Guaranteed Withdrawal Lock-In Date, each Valuation Date that immediately precedes the Participant's Birthday.

**29. TARGET DATE.** <sup>H</sup>[The specified target date of each Target-Date Investment, such date being the approximate retirement date for which the asset allocation strategy is designed.]

**30. TARGET-DATE INVESTMENT.** <sup>H</sup>[An investment option with a mix of investments that takes into account a target date for retirement. ]

**31. TARGET-RISK INVESTMENT.** <sup>H</sup>[An investment option with a mix of investments that takes into account characteristics of a group of employees or members as a whole, rather than each individual.]

**32. TRANSFER.** The initial amount that is transferred from another Plan investment option to an Active Eligible Investment for the benefit of a Participant <sup>D</sup>[or Eligible Spouse], other than amounts that are exchanged between Active Eligible Investments.

**33. TRANSFERRED ASSETS.** Amounts contributed under the terms of the Plan prior to this Rider becoming part of the <sup>B</sup>[Agreement / Contract] or that are transferred to

the Plan directly from another plan that meets the requirements of Code Section <sup>L</sup>[401(a)/457] other than Rollovers.

**34. VALUATION DATE.** A Valuation Date will occur on each day that We are open for business and an orderly financial market exists for investment transactions. We base all transactions processed on a Valuation Date as of the close of the financial market's business day.

**35. WE, OUR OR US.** Prudential Retirement Insurance and Annuity Company.

**36. WITHDRAWAL.** The amount withdrawn for any reason from an Active Eligible Investment for the benefit of a Participant <sup>D</sup>[or Eligible Spouse] that is eligible for Our guarantees under this Rider. A Withdrawal does not include amounts that are exchanged between Active Eligible Investments.

**37. YEAR.** A "Year" for a Participant <sup>D</sup>[or Eligible Spouse] begins on the Participant's Birthday and ends on the day preceding the Participant's next Birthday.

**38. YOU.** The person(s) or entity to which the <sup>B</sup>[Agreement / Contract] is issued, entity sponsoring the Plan or any person(s) delegated by either to perform functions on his, her or its behalf.

## SECTION 2. GUARANTEED WITHDRAWALS

**2.1. Guaranteed Withdrawals.** We guarantee that Guaranteed Withdrawals may be taken each Year, in an amount equal to the <sup>J</sup>[Annual Guaranteed Withdrawal Amount], starting at the Guaranteed Withdrawal Lock-In Date until the Participant's death. <sup>D</sup>[If the Spousal Benefit is elected, We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant's death until the Eligible Spouse's death as described in Section 5 of this Rider.]

**2.2. Guaranteed Withdrawals When the Guaranteed Withdrawal Market Value Reaches Zero.** Subject to Section 8, if the Guaranteed Withdrawal Market Value is \$0.00 and the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is greater than \$0.00 on or after the Guaranteed Withdrawal Lock-In Date, We will make one or more payments each Year from Our general account that in the aggregate with any Guaranteed Withdrawal taken during such Year from an Eligible Investment shall equal the <sup>J</sup>[Annual Guaranteed Withdrawal Amount]. Any payment from Our general account will be made in one or more payments and:

- a. credited to a Plan investment option other than an Active Eligible Investment for the benefit of the Participant <sup>D</sup>[or Eligible Spouse]; or
- b. paid as a Distribution

in accordance with the direction We receive. However, in the Year We first make payments from Our general account, if the aggregate amount of the payments expected to be made from Our general account during that Year is less than the <sup>J</sup>[Annual Guaranteed Withdrawal Amount], then We reserve the right to make a single payment of such aggregate amount.

**2.3 Subsequent Allocations to Active Eligible Investments.** If the Guaranteed Withdrawal Market Value is \$0.00 and we begin to make payments from our general account in accordance with Section 2.2, then any subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment for the benefit of a Participant shall cause a new Start Date. Except as provided in this Section 2.3, the Income Base established on this Start Date shall be determined separately and without regard to amounts payable under Section 2.2 or to other amounts or guarantees under this Rider from the period before such Start Date. The new Start Date automatically shall be a Guaranteed Withdrawal Lock-In Date. The Guaranteed Withdrawal Percentage used to determine the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] under this Section 2.3 shall be the same Guaranteed Withdrawal Percentage used to determine the amounts payable under Section 2.2. <sup>D</sup>[The Spousal Benefit election and Eligible Spouse, if applicable, under Section 5 for amounts payable under Section 2.2 shall automatically apply to the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] established under this Section 2.3.] Thereafter, increases or decreases to the new Income Base shall be in accordance with Section 3.

**2.4 Amounts Allocated to Inactive Eligible Investments.** Subject to the provisions of this Rider, including Section 7, Section 8 and Section 10, amounts allocated to an Inactive Eligible Investment for the benefit of a Participant shall be eligible for Our guarantees under the terms of this Rider upon its Guarantee Activation Date.

### **SECTION 3. ADJUSTMENTS TO THE INCOME BASE AND <sup>J</sup>[ANNUAL GUARANTEED WITHDRAWAL AMOUNT] AFTER THE GUARANTEED WITHDRAWAL LOCK-IN DATE**

**3.1. Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount] Increased following Deposits, Transfers or Conversions.** If a Deposit, Transfer or Conversion is allocated to an Active Eligible Investment after the Guaranteed Withdrawal Lock-In Date, the Income Base will increase by the initial amount of such Deposit, Transfer or Conversion.

If the Income Base is increased by a Deposit, Transfer or Conversion, then the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] immediately will increase by an amount equal to the product of (i) the Guaranteed Withdrawal Percentage and (ii) the amount of the increase in the Income Base. If such Deposit, Transfer or Conversion is made in the Year in which the Guaranteed Withdrawal Lock-In Date is elected and is not allocated on the

Participant's Birthday, then solely in the Year such Deposit, Transfer or Conversion is allocated the amount described in the preceding sentence shall be reduced by the percentage equivalent to the ratio of (i) the number of days in the Year since the Participant's last Birthday and (ii) 365 days.

The additional amount of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is increased or later Years.

If an Excess Withdrawal has been taken in the Year of such Deposit, Transfer or Conversion, any increase in the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] will not be effective until the following Year. If the entire <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

After the Guaranteed Withdrawal Lock-In Date, if the Guaranteed Withdrawal Market Value decreases to \$0.00, subsequent Deposits, Transfers or Conversion to an Active Eligible Investment will cause a new Start Date in accordance with Section 2.3.

**3.2. Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount] Increased following Step-Up.** On each of the Participant's Birthdays after the Guaranteed Withdrawal Lock-In Date, the Income Base may be increased by any Step-Up Amount. If the Income Base is increased by the Step-Up Amount, then the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] immediately will increase by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the increase in the Income Base. The additional amount may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is increased. If the entire <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

If the Income Base will be increased by the Step-Up Amount and if We have not provided the Participant <sup>D</sup>[or Eligible Spouse] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, Transfers and Conversions, then the Income Base will be increased automatically.

If the Income Base will be increased by the Step-Up Amount and if We have provided the Participant <sup>D</sup>[or Eligible Spouse's] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, Transfers, and Conversions, then the Income Base will be increased by the amount of the Step-Up Amount and the higher Guarantee Fee will apply to the entire Guaranteed Withdrawal

Market Value, unless the Participant <sup>D</sup>[or Eligible Spouse's] affirmatively elects otherwise pursuant to the next paragraph.

We will provide <sup>C</sup>[ninety (90)] days notice to the Participant's <sup>D</sup>[or Eligible Spouse's] stating his or her eligibility for the increase in the Income Base and that by accepting the Step-Up Amount he or she will pay an increased Guarantee Fee on the entire Guaranteed Withdrawal Market Value. Unless We are notified in writing by the end of such <sup>C</sup>[ninety (90)] day period that the Step-Up Amount and any resulting increase in the Guarantee Fee is rejected, the Step-Up Amount and the increased Guarantee Fee shall be considered accepted. Notwithstanding any other provision of this Rider, during such <sup>C</sup>[ninety (90)] day period, We may require a direction for a Withdrawal or Transfer from an Active Eligible Investment that will result in a decrease in the Participant's <sup>D</sup>[or Eligible Spouse's] Guaranteed Withdrawal Market Value must also specify whether the increased Guarantee Fee is accepted or rejected.

The rejection of a Step-Up Amount does not affect the Participant's <sup>D</sup>[or Eligible Spouse's] eligibility for subsequent Step-Up Amounts.

**3.3. Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount] Decreased By Excess Withdrawals.** If an Excess Withdrawal is taken in a Year, the Income Base will be decreased by the percentage equivalent to the ratio of (i) the amount of the Excess Withdrawal and (ii) the Guaranteed Withdrawal Market Value as of the Valuation Date of the Excess Withdrawal without reduction for the amount of the Excess Withdrawal.

If an Excess Withdrawal reduces the Income Base, then the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] immediately will decrease by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the decrease in the Income Base.

## **SECTION 4. WITHDRAWALS**

**4.1. Withdrawals Not Required.** Withdrawals are not required at any time other than to comply with the terms of the Plan or the Code.

**4.2. Frequency of Withdrawals.** Withdrawals may be taken in such amounts and frequency as permitted under the Plan and the <sup>B</sup>[Agreement / Contract].

## <sup>D</sup>[**SECTION 5. SPOUSAL BENEFIT**]

If the Spouse is the Participant's <sup>G</sup>[sole] beneficiary under the Plan on the date the Participant's Guaranteed Withdrawal Lock-In Date is elected, as part of that election an

<sup>D</sup>[irrevocable election may also be made to have the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse. The <sup>J</sup>[Annual Guaranteed Withdrawal Amount] will not be available after the Participant's death if, on the date of the Participant's death:

- a. the Spouse on the date of such election has died;
- b. the Participant and Spouse on the date of such election are no longer legally married; or
- c. the Spouse is not the Participant's beneficiary under the Plan.

The election under this Section 5 may not be made prior to the date both the Participant and the Spouse have attained age <sup>E</sup>[55]. Upon the Eligible Spouse's death, any <sup>J</sup>[Annual Guaranteed Withdrawal Amount] will cease to be available and any Guaranteed Withdrawal Market Value shall be payable pursuant to Section 6.1 of this Rider.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the Spousal Benefit under this Rider. ]

## **SECTION 6. PAYMENTS UPON DEATH**

**6.1. Eligible Investments.** Except as provided in Section 6.2, for each Eligible Investment, upon the later of the death of the Participant <sup>D</sup>[or, if applicable, the Eligible Spouse,] Our guarantees under this Rider shall expire with no further value, and the value of the Eligible Investment, determined in accordance with the documents governing such Eligible Investment, will be paid as provided in the Plan.

**6.2 Spousal Beneficiary.** If the Participant dies before his or her Guaranteed Withdrawal Lock-In Date and if the Spouse is the Participant's <sup>G</sup>[sole] beneficiary under the terms of the Plan on the date of the Participant's death, then, subject to the terms of the Plan and the Code, the amounts invested in Eligible Investments for the behalf of such surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

All of Our guarantees under this Rider for the benefit of the Participant immediately shall expire with no value and the <sup>D</sup>[Rollup Value and] <sup>D</sup>[ Highest Birthday Value] shall be reset to zero. The value of any amounts currently invested in Active Eligible Investments for the benefit of the surviving Spouse, determined in accordance with the documents governing such Active Eligible Investments, shall be deemed a new Deposit to such

Active Eligible Investments for the benefit of the surviving Spouse, creating a new Start Date. On this new Start Date, the Income Base shall be reset to equal the then current Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Rider only, the Spouse shall have the rights of a “Participant” and the Spouse’s date of birth shall be used to determine the Birthday.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant’s civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse’s ability to receive the Spousal Benefit under this Rider.

## **SECTION 7. FEES.**

**7.1. Guarantee Fee.** The Guarantee Fee is the product of (i) the Guaranteed Withdrawal Market Value and (ii) the current annual rate not to exceed the maximum annual rate of <sup>F</sup>[1.95%].

We deduct the Guarantee Fee from the Participant’s <sup>D</sup>[or Eligible Spouse’s] interest in the Active Eligible Investment to determine the Guaranteed Withdrawal Market Value.

We reserve the right to change the Guarantee Fee by providing <sup>C</sup>[ninety (90)] days advance written notice of such change. If We make such a change, the changed Guarantee Fee will only apply to Deposits, Transfers and Conversions allocated to an Active Eligible Investment on and after the effective date of such change, except as provided in Section 3.2 of this Rider.

**7.2. Investment Management Fees and Expenses.** Eligible Investments impose fees and expenses. Those fees and expenses are deducted from the value of Eligible Investments in accordance with the documents governing the Eligible Investments.

**7.3. <sup>B</sup>[Agreement / Contract]-related Expenses.** If the <sup>B</sup>[Agreement / Contract]’s Expense Schedule provides for the deduction of any expenses or charges described in the Expense Schedule, We deduct those expenses or charges from the Participant’s <sup>D</sup>[or Eligible Spouse’s] interest in the Eligible Investments.

## **SECTION 8. TERMINATION OR DISCONTINUATION**

**8.1. Termination of Participant’s <sup>D</sup>[or Eligible Spouse’s] Benefit.** No further benefits will be provided to the Participant <sup>D</sup>[or Eligible Spouse] under this Rider if:

- a. No amounts are allocated to Eligible Investments for the benefit of the Participant <sup>D</sup>[or Eligible Spouse] and the Income Base equals \$0.00; or
- b. Pursuant to the terms of the Plan or the Code, the Plan is required to distribute the Participant's <sup>D</sup>[or Eligible Spouse's] entire interest in the Plan.

**8.2. Plan Termination or Discontinuance of Deposits and Transfers.** You may elect at any time to not permit additional allocations to Eligible Investments. Any such election shall not affect Our guarantees with regard to amounts allocated to Eligible Investments on the date You make such election unless You make the election in the next sentence. Under such terms as We may require, You may discontinue this Rider at any time and direct Us to transfer the market value of amounts allocated to Eligible Investments for the benefit of each Participant <sup>D</sup>[or Eligible Spouse] to another Plan investment option selected by You. In such event, each Participant's <sup>D</sup>[or Eligible Spouse] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to any Participant <sup>D</sup>[or Eligible Spouse] under this Rider.

**8.3. PRIAC Termination.** We reserve the right in Our sole judgment (i) to cease accepting at any time amounts for allocations to an Eligible Investment, and (ii) to not permit exchanges between Eligible Investments. Our exercise of this right shall not affect Our guarantees with regard to (1) amounts allocated to Eligible Investments on the effective date of Our ceasing to accept such amounts, and (2) Conversions allocated to Active Eligible Investments, subject to adjustments to the Guarantee Fee pursuant to Section 7.1 and the terms of this Rider.

## **SECTION 9. PORTABILITY OF OUR GUARANTEES**

If a Participant <sup>D</sup>[or Eligible Spouse] who has amounts allocated to an Eligible Investment for his or her benefit, is eligible to receive a Distribution from the Plan, which is an "eligible rollover distribution" within the meaning of Section 402(f)(2) of the Code, then subject to Our receiving any applicable regulatory approvals, We shall make available to the Participant or <sup>D</sup>[or Eligible Spouse] the right to transfer all or a part of Our guarantees under this Rider to one or more contracts as described below.

If a Participant's <sup>D</sup>[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of either a Roth retirement plan account or a traditional retirement plan account (but not both), and if such amount is transferred to a Roth IRA contract or a traditional IRA contract, respectively, then Our guarantees under such contract will be determined in accordance with (a) and (b) below.

If a Participant's <sup>D</sup>[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of both a Roth retirement plan account and traditional retirement plan account, and if an amount from each such retirement account is transferred to a Roth IRA contract and a

traditional IRA contract, respectively, then Our guarantees will be separately determined under each contract, in accordance with (c) below.

- a. If the Participant <sup>D</sup>[or Eligible Spouse] transfers directly to such contract all of his or her Guaranteed Withdrawal Market Value under this Rider, then on the date of such transfer:
  - i. if the transfer occurs before his or her Guaranteed Withdrawal Lock-In Date, the <sup>M</sup>[“highest birthday value” under such contract shall be the greater of the Highest Birthday Value and the <sup>J</sup>[Roll-Up Value]] under this Rider; and
  - ii. if the transfer occurs on or after his or her Guaranteed Withdrawal Lock-In Date, the “income base” and <sup>J</sup>[“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount], respectively; or
- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, the Participant <sup>D</sup>[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value to such contract. On the date of the transfer, the <sup>M</sup>[“highest birthday value” under such contract shall be the greater of the Highest Birthday Value and the <sup>J</sup>[Roll-Up Value]] under this Rider, and the “income base” and <sup>J</sup>[“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.
- c. If a Participant’s <sup>D</sup>[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:
  - i. the <sup>M</sup>[“highest birthday value” under each such contract shall be the greater of the Highest Birthday Value and the <sup>J</sup>[Roll-Up Value]] under the Rider, and the “income base” and <sup>J</sup>[“annual guaranteed withdrawal amount”] under each such contract shall be the Income

Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount], respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such contract(s). The portability described in this Section 9 is not available for amounts paid from our general account under Section 2.2.

## **SECTION 10. INVESTMENTS**

As a condition of receiving Our guarantees under this Rider We require the use of one or more of the Eligible Investments We specify for amounts directed for investment under the <sup>B</sup>[Agreement / Contract]. We reserve the right to change or eliminate Eligible Investments or such asset allocation models, and not accept amounts for allocation to an Eligible Investment. We also reserve the right to not permit exchanges between Eligible Investments.

## **SECTION 11. LIMITATIONS**

We reserve the right to not accept amounts for allocation to an Eligible Investment:

- a. for <sup>C</sup>[ninety (90)] days after the date amounts are allocated from the same Eligible Investment, if the transaction is a Rollover or an exchange from an another Plan investment option;
- b. if the amount allocated is a lump sum repayment of a loan made by the Plan to the Participant;
- c. if accepting the amount allocated is contrary to Our underwriting guidelines; or
- d. if the amount allocated is for the benefit of any individual who is a Participant's beneficiary under the Plan, but ineligible for distribution of the Participant's interest under the Plan in accordance with Section 401(a)(9)(B)(iv) of the Code.

## **SECTION 12. MISCELLANEOUS**

**12.1. Direction.** Notwithstanding anything in this Rider to the contrary, all directions required to be given to Us under this Rider shall be given by the person authorized to

give such direction under the terms of the Plan. We shall be under no obligation to act until We receive such direction.

**12.2. Small Benefits.** We shall make a payment equal to the sum of the Guaranteed Withdrawal Market Value and the net actuarial value of Our guarantee to the Participant <sup>D</sup>[or Eligible Spouse] under this Rider if:

- a. the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum <sup>J</sup>[Annual Guaranteed Withdrawal Amount] required by Us in this Rider; or
- b. the Plan requires the Participant's <sup>D</sup>[or Eligible Spouse's] Plan account balance to be distributed without the Participant's <sup>D</sup>[or Eligible Spouse's] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code or regulations thereunder, and such amount is not transferred directly to a contract in accordance with Section 9 of this Rider.

In such event, the Participant's <sup>D</sup>[or Eligible Spouse's] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to the Participant <sup>D</sup>[or Eligible Spouse] under this Rider.

**12.3. Required Minimum Distributions.** As of the last Valuation Date in each calendar year <sup>I</sup>[following the Guaranteed Withdrawal Lock-In Date / beginning with the calendar year immediately preceding the calendar year of the Guaranteed Withdrawal Lock-In Date] (each the "RMD Calculation Date"), We will determine, following Our established and published procedures that have been communicated to You, the amount a Participant <sup>D</sup>[or Eligible Spouse] would need to take as a Withdrawal to comply with the requirements of Section 401(a)(9) of the Code applicable to distributions over the life of the Participant, life of a designated beneficiary, or over the lives of the Participant and a designated beneficiary, during the next following calendar year (each the "RMD Payment Year").

Each such amount shall be based on the assumption that <sup>K</sup>[the sum of] the Guaranteed Withdrawal Market Value <sup>K</sup>[and the net actuarial value of Our guarantees under this Rider to the Participant <sup>D</sup>[or Eligible Spouse]] is the Participant's <sup>D</sup>[or Eligible Spouse's] entire account balance under the Plan. <sup>D</sup>[If the amount determined on the RMD Calculation Date is for an Eligible Spouse, the amount will be based on the assumption that the Eligible Spouse is a "spouse" for purposes of federal law. ] If the required minimum distribution (RMD) amount determined using these assumptions exceeds the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] on the RMD Calculation Date, then the difference between such RMD amount and the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] shall be the "RMD Value." Withdrawals taken in the RMD Payment Year shall

be treated as Excess Withdrawals only to the extent they exceed the RMD Value. Any RMD Value remaining at the end of each RMD Payment Year shall expire and not increase the RMD Value in any subsequent RMD Payment Year.

**12.4. Misstatements and Corrections.** For purposes of this Rider, if We discover that the Participant's <sup>D</sup>[or Eligible Spouse's] age or any other fact pertaining to Our guarantees under this Rider was misstated, or We discover a clerical error, We will make adjustments to any fees, guarantees or other values under this Rider to reasonably conform to the facts following Our established procedures, which shall be applied on a uniform basis.

SERFF Tracking Number: PRUD-126288532 State: Arkansas  
 Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 44290  
 Company Tracking Number: PRGA-GA-2020-TGWB4-0805-ED-AR  
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
 Product Name: GA-2020-TGWB4-0805  
 Project Name/Number: GA-2020-TGWB4-0805 /GA-2020-TGWB4-0805

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> Flesch Certification is not applicable for this type of form.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Rider filing, an application is not applicable.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Memorandum of Variability		
<b>Comments:</b> Attached is the Memorandum of Variability		
<b>Attachment:</b> MOV_PRIAC_GA-2020-TGWB4-0805_Final_09-1-09.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Red-Lined Version of IFX Target Form		
<b>Comments:</b> Attached is the Red-Lined version of the Revised Form against the Prior Form.		
<b>Attachment:</b> Redlined PRIAC GA-2020-TGWB4-0805_Final 9-1-09.pdf		

	Item Status:	Status Date:
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SERFF Tracking Number: PRUD-126288532 State: Arkansas  
Filing Company: Prudential Retirement Insurance and Annuity Company State Tracking Number: 44290  
Company Tracking Number: PRGA-GA-2020-TGWB4-0805-ED-AR  
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
Product Name: GA-2020-TGWB4-0805  
Project Name/Number: GA-2020-TGWB4-0805 /GA-2020-TGWB4-0805  
**Satisfied - Item:** Red-Lined Version of the Memorandum of Variability

**Comments:**

Attached is the Red-Lined version of the Memorandum of Variability of the Revised Form against that of the Prior Form.

**Attachment:**

Redlined\_MOV\_PRIAC\_GA-2020-TGWB4-0805\_Final 09-01-09.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** AR NAIC Transmittal Form

**Comments:**

To be attached

**Attachment:**

AR NAIC Form.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Arkansas Certification

**Comments:**

Attached is the Certification

**Attachment:**

Arkansas\_Certification.pdf

## MEMORANDUM OF VARIABILITY

### Nature and Scope of changes in portions of Form

GA-2020-TGWB4-0805

The bracketed areas of the Form are designed to accommodate variability. Page numbers, section numbers and references to section numbers may be modified to properly align the final printed document. Punctuation may be corrected or added to clarify provisions, but not to change their meaning. The Form, when issued, may vary in format.

- A The Form may be issued as an amendment to an existing agreement, or as part of the original issuance of an agreement. When issued as an amendment, this section will be used; when issued as part of the original issuance, this section will be deleted. When used, bracketed text will change to reflect contract-holder name, signatories, titles, contract number and dates.
- B The text will vary as needed to conform to the text of the agreement the Form is used with.
- C Day counts may vary according to the terms agreed upon with the client.
- D The text will be included or excluded according to the terms agreed upon with the client. For highest birthday value and roll-up value, both may be included, or either one may be excluded, but not both.
- E Ages, dollar amounts, date, number of years, and percentages will vary in accordance with PRIAC's underwriting guidelines. Changes to inforce Forms will only be made prospectively unless such a change would be beneficial to the participant.
- F The maximum Guarantee Fee may be changed prospectively for an entire class of business.
- G This text may vary to conform to the terms of the particular qualified plan's beneficiary provisions.
- H This text may vary to allow for changes to definition for future investment changes to the Department of Labor regulations.
- I Items will vary according to the terms agreed upon with the client.
- J The names of these terms may vary to allow flexibility to change them to be consistent with enrollment materials and other descriptions provided to our clients and plan participants. Upon such change, the numerical sequence of the term as it appears in Section 1 will also change. Some examples are as follows: we may change the name of the term "Annual Guaranteed Withdrawal Amount" to "Lifetime Annual Withdrawal Amount" or the name of the term "Roll-Up Value" to "Guaranteed Income Growth Value".
- K The text will be included or excluded based on the legal requirements applicable to the type of plan covered under the contract.
- L Text will be modified to align with the type of plan being covered by the Form (e.g. 401 or 457).

M The text included is the default text, but may be replaced with one of the following depending on whether the Form or the IRA contract include or exclude the “highest birthday value” or “roll-up value”:

- 1 “highest birthday value” and <sup>J</sup> [“roll-up value”] under such contract shall be the Highest Birthday Value and <sup>J</sup> [Roll-up Value], respectively,
- 2 “highest birthday value” under such contract shall be the Highest Birthday Value
- 3 <sup>J</sup> [“roll-up value”] under such contract shall be the <sup>J</sup> [Roll-Up Value]
- 4 “highest birthday value and <sup>J</sup> [“roll-up value”] under such contract shall each equal the Highest Birthday Value

<sup>A</sup>[PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY  
280 Trumbull Street, Hartford, Connecticut 06103

AMENDMENT

WHEREAS, [ABC Company] entered into [Investment Agreement GA-12345] (the <sup>B</sup>["Agreement" / "Contract"]) with Prudential Retirement Insurance and Annuity Company effective [MMMM DD, 20YY]; and

WHEREAS, Prudential Retirement Insurance and Annuity Company and [ABC Company] desire to amend the <sup>B</sup>[Agreement / Contract ];

NOW THEREFORE, effective [MMMM DD, 20YY], the <sup>B</sup>[Agreement / Contract ] is hereby amended as follows:

1. the attached Target Guaranteed Withdrawal Rider is attached to and made part of the <sup>B</sup>[Agreement / Contract ]
2. the Table of Contents is revised to include the Target Guaranteed Withdrawal Rider

[ABC Company]	PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
By: [John Doe]	By: [John Doe]
Title:	Title: [Second Vice President]
Date: _____	Date: _____

]

## TARGET GUARANTEED WITHDRAWAL RIDER

### SECTION 1. DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the <sup>B</sup>[Agreement / Contract]. Notwithstanding any other provisions of this <sup>B</sup>[Agreement / Contract], for purposes of this Rider the following definitions shall apply:

1. **ACTIVE ELIGIBLE INVESTMENT.** An Eligible Investment that has attained its Guarantee Activation Date.
2. <sup>J</sup>[ANNUAL GUARANTEED WITHDRAWAL AMOUNT]. For each Year, the amount We guarantee will be available as a Guaranteed Withdrawal on and after the Guaranteed Withdrawal Lock-In Date. On the Guaranteed Withdrawal Lock-In Date, such amount is equal to the product of the Guaranteed Withdrawal Percentage and the Income Base. If the Guaranteed Withdrawal Lock-In Date is not on the Participant's Birthday, the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] available between the Guaranteed Withdrawal Lock-In Date and the Participant's next Birthday will be reduced by the percentage equivalent to the ratio of (i) the number of days since the Participant's last Birthday and (ii) 365 days. The <sup>J</sup>[Annual Guaranteed Withdrawal Amount] may be increased or decreased in the manner set forth in Section 3 of this Rider. If the entire <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for any subsequent Year.  
  
The <sup>J</sup>[Annual Guaranteed Withdrawal Amount] shall not be greater than <sup>E</sup>[\$250,000] or less than <sup>E</sup>[\$1,000].
3. **BIRTHDAY.** The anniversary of the date of birth of the Participant or, if such date is not a Valuation Date, the Valuation Date immediately preceding such date.
4. **CODE.** The Internal Revenue Code of 1986, as amended from time to time.
5. **CONTRIBUTIONS.** Amounts contributed under the terms of the Plan after the date this Rider becomes part of the <sup>B</sup>[Agreement / Contract] that are allocated to an Active Eligible Investment for the benefit of a Participant.
6. **CONVERSIONS.** The value of amounts invested in an Eligible Investment on behalf of a Participant <sup>D</sup>[or Eligible Spouse] at the time such Eligible Investment first becomes an Active Eligible Investment, determined in accordance with the documents governing such Eligible Investment. Amounts allocated to an Active Eligible Investment

at the time of Conversion shall not be considered Deposits or Transfers to the Active Eligible Investment.

**7. DEPOSITS.** The initial amount of Contributions, Transferred Assets or Rollovers that are allocated to an Active Eligible Investment for the benefit of a Participant <sup>D</sup>[or Eligible Spouse] after the date this Rider becomes part of the <sup>B</sup>[Agreement / Contract].

**8. ELIGIBLE INVESTMENT.** One of the Target-Date Investments or Target-Risk Investments We require to be used to receive Our guarantees under this Rider. Eligible Investments may include asset allocation models. The Plan also may make one or more of these investments available as a Plan investment option that does not receive Our guarantees under this Rider. When used in this Rider, the term “Eligible Investment” refers only to such investments when used to receive Our guarantees under this Rider. The term Eligible Investment includes both Active Eligible Investments and Inactive Eligible Investments.

<sup>D</sup>**9. ELIGIBLE SPOUSE.** A Spouse who is eligible to receive a Spousal Benefit and for whom a Participant has elected to receive a Spousal Benefit, in each case in accordance with this Rider, including the terms and conditions of Section 5.]

**10. EXCESS WITHDRAWAL.** The aggregate amount of Withdrawals in any Year in excess of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for that Year other than: (1) certain Withdrawals to comply with the requirements of Section 401(a)(9) of the Code as set forth in Section 12.3 of this Rider, and (2) any <sup>B</sup>[Agreement / Contract]-related Expenses described in Section 7.3 of this Rider <sup>D</sup>[other than any applicable Asset Charge]. Excess Withdrawals in any Year are not reduced by the amount of any subsequent Deposits, Transfers or Conversions allocated to an Active Eligible Investment during such Year.

**11. GUARANTEE ACTIVATION DATE.** For each Eligible Investment, the date on which We begin to consider the Eligible Investment in determining the <sup>D&J</sup>[Roll-Up Value,] <sup>D</sup>[Highest Birthday Value] and Income Base. For each Eligible Investment that is a Target-Date Investment, the Guarantee Activation Date shall be the later of: (a) <sup>E</sup>[January 1] of the year that is <sup>E</sup>[10 years] before its Target Date, or (b) the date the Target-Date Investment becomes an Eligible Investment. For each Eligible Investment that is a Target-Risk Investment, the Guarantee Activation Date shall be the date it becomes an Eligible Investment.

**12. GUARANTEE FEE.** The fee described in Section 7.1 of this Rider charged for Our guarantees under this Rider.

**13. GUARANTEED WITHDRAWAL.** For each Year, any amount(s) taken as a Withdrawal after the Guaranteed Withdrawal Lock-In Date pursuant to this Rider that:

- a. in the aggregate do not exceed the <sup>J</sup>[Annual Guaranteed Withdrawal Amount]; and
- b. represents either a Withdrawal or an amount paid by Us from Our general account.

**14. GUARANTEED WITHDRAWAL ACCOUNT.** A record keeping account established for each Participant under this Rider to track data relevant to Our guarantees under this Rider.

**15. GUARANTEED WITHDRAWAL LOCK-IN DATE.** The date as of which an <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for the benefit of a Participant <sup>D</sup>[or an Eligible Spouse] is established. Except as provided in Section 2.3, such date shall be the date elected by the Participant <sup>D</sup>[, Eligible Spouse] or such other person or entity specified in the Plan.

A Guaranteed Withdrawal Lock-In Date may not be earlier than the date the Participant attains age <sup>E</sup>[55]. <sup>D</sup>[A Spouse is not eligible to receive the Spousal Benefit under Section 5, unless both the Participant and the Spouse have attained age <sup>E</sup>[55] on the Guaranteed Withdrawal Lock-In Date.] The election of a Guaranteed Withdrawal Lock-In Date cannot be revoked.

**16. GUARANTEED WITHDRAWAL MARKET VALUE.** On each Valuation Date, the aggregate value of the Participant's <sup>D</sup>[or the Eligible Spouse's] interest in the Active Eligible Investments as determined in accordance with the documents governing the Active Eligible Investments.

**17. GUARANTEED WITHDRAWAL PERCENTAGE.** The percentage of an Income Base that may be taken as a Guaranteed Withdrawal each Year without reducing the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] <sup>D</sup>[. If the Spousal Benefit under Section 5 is not elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined] as follows:

Participant Age on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage <sup>D</sup> [without Spousal Benefit]
<sup>E</sup> [Age 55-64	<sup>E</sup> [4.25%
Age 65-69	5.00%
Age 70+]	5.75%]

<sup>D</sup>[If the Spousal Benefit under Section 5 is elected at the Guaranteed Withdrawal Lock-In Date, then the Guaranteed Withdrawal Percentage shall be determined as shown in the table below.]

<sup>D</sup>If the Spouse is eligible to receive the Spousal Benefit under Section 5, and the Spouse is younger than the Participant, the Guaranteed Withdrawal Percentage will be determined by using the Spouse's age, instead of the Participant's, on the Participant's Guaranteed Withdrawal Lock-In Date. ]

<sup>D</sup>[

Lower Age of Eligible Spouse or Participant on Guaranteed Withdrawal Lock-In Date	Guaranteed Withdrawal Percentage with Spousal Benefit
<sup>E</sup> [Age 55-64	<sup>E</sup> [3.75%
Age 65-69	4.50%
Age 70+]	5.25%]

]

<sup>D</sup>**[18.HIGHEST BIRTHDAY VALUE.** The Guaranteed Withdrawal Market Value on the Start Date, and thereafter the highest Guaranteed Withdrawal Market Value as of each of a Participant's Birthdays after the Start Date until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Highest Birthday Value attained is increased by the initial amount of each subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment. Each Withdrawal before the Guaranteed Withdrawal Lock-In Date will reduce the then current Highest Birthday Value by the percentage equivalent to the ratio of (i) the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease in the Highest Birthday Value shall be from the reduced Highest Birthday Value.

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value is reset to equal zero and any Spouse of the Participant on the date of death named as <sup>G</sup>[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the Highest Birthday Value terminates and is not used in determining the Income Base.]

**19. INACTIVE ELIGIBLE INVESTMENT.** An Eligible Investment before its Guarantee Activation Date.

**20. INCOME BASE.** Prior to the Lock-In Date, on each Valuation Date the Income Base] of a Participant <sup>D</sup>[or Eligible Spouse] equals the <sup>D</sup>[Highest Birthday Value] <sup>D&</sup><sup>J</sup>[Roll-Up Value] <sup>D</sup>[greater of the Highest Birthday Value and the <sup>J</sup>[Roll-Up Value]] as of the Valuation Date immediately prior. Prior to the Lock-In Date, the Income Base is determined only for reference.

On the Lock-In Date, the Income Base of a Participant <sup>D</sup>[or Eligible Spouse] equals the <sup>D</sup>[greatest/greater] of his or her:

- a. Guaranteed Withdrawal Market Value;
- b. <sup>D & J</sup>[Roll-Up Value;] or
- c. <sup>D</sup>[Highest Birthday Value]

on the Valuation Date immediately prior to his or her Guaranteed Withdrawal Lock-In Date. Thereafter, the Income Base may be increased or decreased in the manner set forth in Section 3 of this Rider.

The Income Base shall not be greater than <sup>E</sup>[\$5,000,000].

**21. RIDER.** This Guaranteed Withdrawal Rider that is a part of the <sup>B</sup>[Agreement / Contract].

**22. ROLLOVERS.** Amounts contributed to the Plan under Code Sections 401(a)(31), 402(c), 403(a)(4) or 408(d)(3)(A)(ii).

<sup>D</sup>[**23. J[ROLL-UP VALUE].** The <sup>J</sup>[Roll-Up Value] of a Participant <sup>D</sup>[or Eligible Spouse] equals the sum of all Deposits, Transfers and Conversions allocated to an Active Eligible Investment for his or her benefit, but not earnings, gains or losses thereon, compounded at an annual effective rate of <sup>E</sup>[3]% from the date of the Deposit, Transfer or Conversion until the Valuation Date immediately prior to the Guaranteed Withdrawal Lock-In Date.

Each Withdrawal or Transfer from an Active Eligible Investment before the Guaranteed Withdrawal Lock-In Date will reduce the <sup>J</sup>[Roll-Up Value] by the percentage equivalent to the ratio of (i) the amount of the Withdrawal and (ii) the Guaranteed Withdrawal Market Value on the Valuation Date of the Withdrawal before the Guaranteed Withdrawal Market Value is reduced by the amount of the Withdrawal. If such reduction occurs, then any subsequent increase or decrease of the <sup>J</sup>[Roll-Up Value] shall be from the reduced <sup>J</sup>[Roll-Up Value].

If the Participant dies before the Guaranteed Withdrawal Lock-In Date, the <sup>J</sup>[Roll-Up Value] is reset to equal zero and any Spouse of the Participant on the date of death named as <sup>G</sup>[sole] beneficiary of such Participant shall have the rights specified in Section 6.2.

After the Guaranteed Withdrawal Lock-In Date, the <sup>J</sup>[Roll-Up Value] terminates and is not used in determining the Income Base.]

<sup>D</sup>[24. **SPOUSE.** For purposes of this Rider, Spouse shall mean, at the times specified in this Rider:

- a. the person to whom a Participant is legally married, determined under applicable state law; or
- b. the person with whom a Participant has a legal civil union partnership, recognized under applicable state law.]

<sup>D</sup>[25. **SPOUSAL BENEFIT.** An optional benefit described in Section 5 of this Rider.]

26. **START DATE.** The date on which a Guaranteed Withdrawal Account is established for a Participant. Except as provided in Section 2.3, this date shall be the date of the first allocation to an Active Eligible Investment on behalf of the Participant. If after the Start Date and before any Guaranteed Withdrawal Lock-In Date, the Guaranteed Withdrawal Market Value is equal to \$0.00, then any subsequent permitted allocation to an Active Eligible Investment on behalf of a Participant shall create a new Start Date.

27. **STEP-UP AMOUNT.** The excess, if any, of (a) over (b), determined annually as of the Step-Up Date, where:

- a. is the Guaranteed Withdrawal Market Value; and
- b. is the Income Base

28. **STEP-UP DATE.** After the Guaranteed Withdrawal Lock-In Date, each Valuation Date that immediately precedes the Participant's Birthday.

29. **TARGET DATE.** <sup>H</sup>[The specified target date of each Target-Date Investment, such date being the approximate retirement date for which the asset allocation strategy is designed.]

30. **TARGET-DATE INVESTMENT.** <sup>H</sup>[An investment option with a mix of investments that takes into account a target date for retirement. ]

31. **TARGET-RISK INVESTMENT.** <sup>H</sup>[An investment option with a mix of investments that takes into account characteristics of a group of employees or members as a whole, rather than each individual.]

32. **TRANSFER.** The initial amount that is transferred from another Plan investment option to an Active Eligible Investment for the benefit of a Participant <sup>D</sup>[or Eligible Spouse], other than amounts that are ~~transferred~~exchanged between Active Eligible Investments.

**33. TRANSFERRED ASSETS.** Amounts contributed under the terms of the Plan prior to this Rider becoming part of the <sup>B</sup>[Agreement / Contract] or that are transferred to the Plan directly from another plan that meets the requirements of Code Section <sup>L</sup>[401(a)/457] other than Rollovers.

**34. VALUATION DATE.** A Valuation Date will occur on each day that We are open for business and an orderly financial market exists for investment transactions. We base all transactions processed on a Valuation Date as of the close of the financial market's business day.

**35. WE, OUR OR US.** Prudential Retirement Insurance and Annuity Company.

**36. WITHDRAWAL.** The amount withdrawn for any reason from an Active Eligible Investment for the benefit of a Participant <sup>D</sup>[or Eligible Spouse] that is eligible for Our guarantees under this Rider. A Withdrawal does not include amounts that are ~~transferred~~<sup>exchanged</sup> between Active Eligible Investments.

**37. YEAR.** A "Year" for a Participant <sup>D</sup>[or Eligible Spouse] begins on the Participant's Birthday and ends on the day preceding the Participant's next Birthday.

**38. YOU.** The person(s) or entity to which the <sup>B</sup>[Agreement / Contract] is issued, entity sponsoring the Plan or any person(s) delegated by either to perform functions on his, her or its behalf.

## **SECTION 2. GUARANTEED WITHDRAWALS**

**2.1. Guaranteed Withdrawals.** We guarantee that Guaranteed Withdrawals may be taken each Year, in an amount equal to the <sup>J</sup>[Annual Guaranteed Withdrawal Amount], starting at the Guaranteed Withdrawal Lock-In Date until the Participant's death. <sup>D</sup>[If the Spousal Benefit is elected, We guarantee that Guaranteed Withdrawals may be taken each Year after the Participant's death until the Eligible Spouse's death as described in Section 5 of this Rider.]

**2.2. Guaranteed Withdrawals When the Guaranteed Withdrawal Market Value Reaches Zero.** Subject to Section 8, if the Guaranteed Withdrawal Market Value is \$0.00 and the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is greater than \$0.00 on or after the Guaranteed Withdrawal Lock-In Date, We will make one or more payments each Year from Our general account that in the aggregate with any Guaranteed Withdrawal taken during such Year from an Eligible Investment shall equal the <sup>J</sup>[Annual Guaranteed Withdrawal Amount]. Any payment from Our general account will be made in one or more payments and:

- a. credited to a Plan investment option other than an Active Eligible Investment for the benefit of the Participant <sup>D</sup>[or Eligible Spouse]; or
- b. paid as a Distribution

in accordance with the direction We receive. However, in the Year We first make payments from Our general account, if the aggregate amount of the payments expected to be made from Our general account during that Year is less than the <sup>J</sup>[Annual Guaranteed Withdrawal Amount], then We reserve the right to make a single payment of such aggregate amount.

**2.3 Subsequent Allocations to Active Eligible Investments.** If the Guaranteed Withdrawal Market Value is \$0.00 and we begin to make payments from our general account in accordance with Section 2.2, then any subsequent Deposit, Transfer or Conversion allocated to an Active Eligible Investment for the benefit of a Participant shall cause a new Start Date. Except as provided in this Section 2.3, the Income Base established on this Start Date shall be determined separately and without regard to amounts payable under Section 2.2 or to other amounts or guarantees under this Rider from the period before such Start Date. The new Start Date automatically shall be a Guaranteed Withdrawal Lock-In Date. The Guaranteed Withdrawal Percentage used to determine the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] under this Section 2.3 shall be the same Guaranteed Withdrawal Percentage used to determine the amounts payable under Section 2.2. <sup>D</sup>[The Spousal Benefit election and Eligible Spouse, if applicable, under Section 5 for amounts payable under Section 2.2 shall automatically apply to the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] established under this Section 2.3.] Thereafter, increases or decreases to the new Income Base shall be in accordance with Section 3.

**2.4 Amounts Allocated to Inactive Eligible Investments.** Subject to the provisions of this Rider, including Section 7, Section 8 and Section 810, amounts allocated to an Inactive Eligible Investment for the benefit of a Participant shall be eligible for Our guarantees under the terms of this Rider upon its Guarantee Activation Date.

### **SECTION 3. ADJUSTMENTS TO THE INCOME BASE AND <sup>J</sup>[ANNUAL GUARANTEED WITHDRAWAL AMOUNT] AFTER THE GUARANTEED WITHDRAWAL LOCK-IN DATE**

**3.1. Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount] Increased following Deposits, Transfers or Conversions.** If a Deposit, Transfer or Conversion is allocated to an Active Eligible Investment after the Guaranteed Withdrawal Lock-In Date, the Income Base will increase by the initial amount of such Deposit, Transfer or Conversion.

If the Income Base is increased by a Deposit, Transfer or Conversion, then the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] immediately will increase by an amount equal to the product of (i) the Guaranteed Withdrawal Percentage and (ii) the amount of the increase in the Income Base. If such Deposit, Transfer or Conversion is made in the Year in which the Guaranteed Withdrawal Lock-In Date is elected and is not allocated on the Participant's Birthday, then solely in the Year such Deposit, Transfer or Conversion is allocated the amount described in the preceding sentence shall be reduced by the percentage equivalent to the ratio of (i) the number of days in the Year since the Participant's last Birthday and (ii) 365 days.

The additional amount of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is increased or later Years.

If an Excess Withdrawal has been taken in the Year of such Deposit, Transfer or Conversion, any increase in the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] will not be effective until the following Year. If the entire <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

After the Guaranteed Withdrawal Lock-In Date, if the Guaranteed Withdrawal Market Value decreases to \$0.00, subsequent Deposits, Transfers or Conversion to an Active Eligible Investment will cause a new Start Date in accordance with Section 2.3.

**3.2. Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount] Increased following Step-Up.** On each of the Participant's Birthdays after the Guaranteed Withdrawal Lock-In Date, the Income Base may be increased by any Step-Up Amount. If the Income Base is increased by the Step-Up Amount, then the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] immediately will increase by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the increase in the Income Base. The additional amount may, but is not required to, be taken as a Guaranteed Withdrawal in the Year in which the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is increased. If the entire <sup>J</sup>[Annual Guaranteed Withdrawal Amount] is not taken as a Withdrawal within any Year, the portion of the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] not taken as a Withdrawal shall expire and will not increase the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] for any subsequent Year.

If the Income Base will be increased by the Step-Up Amount and if We have not provided the Participant <sup>D</sup>[or Eligible Spouse] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, Transfers and Conversions, then the Income Base will be increased automatically.

If the Income Base will be increased by the Step-Up Amount and if We have provided the Participant <sup>D</sup>[or Eligible Spouse's] with a notice pursuant to Section 7.1 to the effect that a higher Guarantee Fee will apply to subsequent Deposits, Transfers, and Conversions, then the Income Base will be increased by the amount of the Step-Up Amount and the higher Guarantee Fee will apply to the entire Guaranteed Withdrawal Market Value, unless the Participant <sup>D</sup>[or Eligible Spouse's] affirmatively elects otherwise pursuant to the next paragraph.

We will provide <sup>C</sup>[ninety (90)] days notice to the Participant's <sup>D</sup>[or Eligible Spouse's] stating his or her eligibility for the increase in the Income Base and that by accepting the Step-Up Amount he or she will pay an increased Guarantee Fee on the entire Guaranteed Withdrawal Market Value. Unless We are notified in writing by the end of such <sup>C</sup>[ninety (90)] day period that the Step-Up Amount and any resulting increase in the Guarantee Fee is rejected, the Step-Up Amount and the increased Guarantee Fee shall be considered accepted. Notwithstanding any other provision of this Rider, during such <sup>C</sup>[ninety (90)] day period, We may require a direction for a Withdrawal or Transfer from an Active Eligible Investment that will result in a decrease in the Participant's <sup>D</sup>[or Eligible Spouse's] Guaranteed Withdrawal Market Value must also specify whether the increased Guarantee Fee is accepted or rejected.

The rejection of a Step-Up Amount does not affect the Participant's <sup>D</sup>[or Eligible Spouse's] eligibility for subsequent Step-Up Amounts.

**3.3. Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount] Decreased By Excess Withdrawals.** If an Excess Withdrawal is taken in a Year, the Income Base will be decreased by the percentage equivalent to the ratio of (i) the amount of the Excess Withdrawal and (ii) the Guaranteed Withdrawal Market Value as of the Valuation Date of the Excess Withdrawal without reduction for the amount of the Excess Withdrawal.

If an Excess Withdrawal reduces the Income Base, then the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] immediately will decrease by the amount equal to the product of (a) the Guaranteed Withdrawal Percentage, and (b) the amount of the decrease in the Income Base.

## **SECTION 4. WITHDRAWALS**

**4.1. Withdrawals Not Required.** Withdrawals are not required at any time other than to comply with the terms of the Plan or the Code.

**4.2. Frequency of Withdrawals.** Withdrawals may be taken in such amounts and frequency as permitted under the Plan and the <sup>B</sup>[Agreement / Contract].

## <sup>D</sup>[SECTION 5. SPOUSAL BENEFIT

If the Spouse is the Participant's <sup>G</sup>[sole] beneficiary under the Plan on the date the Participant's Guaranteed Withdrawal Lock-In Date is elected, as part of that election an-<sup>I</sup>

<sup>D</sup>Irrevocable election may also be made to have the <sup>J</sup>Annual Guaranteed Withdrawal Amount continue to be available after the Participant's death as Guaranteed Withdrawals during the life of the Spouse. The <sup>J</sup>Annual Guaranteed Withdrawal Amount will not be available after the Participant's death if, on the date of the Participant's death:

- a. the Spouse on the date of such election has died;
- b. the Participant and Spouse on the date of such election are no longer legally married; or
- c. the Spouse is not the Participant's beneficiary under the Plan.

The election under this Section 5.4 may not be made prior to the date both the Participant and the Spouse have attained age <sup>E</sup>55. Upon the Eligible Spouse's death, any <sup>J</sup>Annual Guaranteed Withdrawal Amount will cease to be available and any Guaranteed Withdrawal Market Value shall be payable pursuant to Section 6.1 of this Rider.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant's civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse's ability to receive the Spousal Benefit under this Rider. ]

## SECTION 6. PAYMENTS UPON DEATH

**6.1. Eligible Investments.** Except as provided in Section 6.2, for each Eligible Investment, upon the later of the death of the Participant <sup>D</sup>[or, if applicable, the Eligible Spouse,] Our guarantees under this Rider shall expire with no further value, and the value of the Eligible Investment, determined in accordance with the documents governing such Eligible Investment, will be paid as provided in the Plan.

**6.2 Spousal Beneficiary.** If the Participant dies before his or her Guaranteed Withdrawal Lock-In Date and if the Spouse is the Participant's <sup>G</sup>[sole] beneficiary under the terms of the Plan on the date of the Participant's death, then, subject to the terms of the Plan and the Code, the amounts invested in Eligible Investments for the behalf of such surviving Spouse may remain invested in one or more Eligible Investments subject to the following.

All of Our guarantees under this Rider for the benefit of the Participant immediately shall expire with no value and the <sup>D</sup>[Rollup Value and] <sup>D</sup>[Highest Birthday Value] shall be reset to zero. The value of any amounts currently invested in Active Eligible Investments for the benefit of the surviving Spouse, determined in accordance with the documents governing such Active Eligible Investments, shall be deemed a new Deposit to such

Active Eligible Investments for the benefit of the surviving Spouse, creating a new Start Date. On this new Start Date, the Income Base shall be reset to equal the then current Guaranteed Withdrawal Market Value. Thereafter, for purposes of this Rider only, the Spouse shall have the rights of a “Participant” and the Spouse’s date of birth shall be used to determine the Birthday.

Any amounts remaining in the Plan following the death of the Participant must be distributed in accordance with the terms of the Plan and the Code. Where the Spouse is the Participant’s civil union partner or spouse in a same-sex marriage, provisions of the Code or the Plan may prevent the Spouse from remaining in the Plan or may limit the form and timing of distributions from the Plan. This may prevent or limit such Spouse’s ability to receive the Spousal Benefit under this Rider.

## **SECTION 7. FEES.**

**7.1. Guarantee Fee.** The Guarantee Fee is the product of (i) the Guaranteed Withdrawal Market Value and (ii) the current annual rate not to exceed the maximum annual rate of <sup>F</sup>[1.95%].

We deduct the Guarantee Fee from the Participant’s <sup>D</sup>[or Eligible Spouse’s] interest in the Active Eligible Investment to determine the Guaranteed Withdrawal Market Value.

We reserve the right to change the Guarantee Fee by providing <sup>C</sup>[ninety (90)] days advance written notice of such change. If We make such a change, the changed Guarantee Fee will only apply to Deposits, Transfers and Conversions allocated to an Active Eligible Investment on and after the effective date of such change, except as provided in Section 3.2 of this Rider.

**7.2. Investment Management Fees and Expenses.** Eligible Investments impose fees and expenses. Those fees and expenses are deducted from the value of Eligible Investments in accordance with the documents governing the Eligible Investments.

**7.3. <sup>B</sup>[Agreement / Contract]-related Expenses.** If the <sup>B</sup>[Agreement / Contract]’s Expense Schedule provides for the deduction of any expenses or charges described in the Expense Schedule, We deduct those expenses or charges from the Participant’s <sup>D</sup>[or Eligible Spouse’s] interest in the Eligible Investments.

## **SECTION 8. TERMINATION OR DISCONTINUATION**

**8.1. Termination of Participant’s <sup>D</sup>[or Eligible Spouse’s] Benefit.** No further benefits will be provided to the Participant <sup>D</sup>[or Eligible Spouse] under this Rider if:

- a. No amounts are allocated to Eligible Investments for the benefit of the Participant <sup>D</sup>[or Eligible Spouse] and the Income Base equals \$0.00; or
- b. Pursuant to the terms of the Plan or the Code, the Plan is required to distribute the Participant's <sup>D</sup>[or Eligible Spouse's] entire interest in the Plan.

**8.2. Plan Termination or Discontinuance of Deposits and Transfers.** You may elect at any time to not permit additional allocations to Eligible Investments. Any such election shall not affect Our guarantees with regard to amounts allocated to Eligible Investments on the date You make such election unless You make the election in the next sentence. Under such terms as We may require, You may discontinue this Rider at any time and direct Us to transfer the market value of amounts allocated to Eligible Investments for the benefit of each Participant <sup>D</sup>[or Eligible Spouse] to another Plan investment option selected by You. In such event, each Participant's <sup>D</sup>[or Eligible Spouse] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to any Participant <sup>D</sup>[or Eligible Spouse] under this Rider.

**8.3. PRIAC Termination.** We reserve the right in Our sole judgment (i) to cease accepting at any time ~~Deposits and Transfers~~amounts for allocations to an Eligible Investment, and (ii) to not permit ~~transfer~~exchanges between Eligible Investments. Our exercise of this right shall not affect Our guarantees with regard to (1) amounts allocated to Eligible Investments on the effective date of Our ceasing to accept such ~~Deposits and Transfers~~amounts, and (2) Conversions allocated to Active Eligible Investments, subject to adjustments to the Guarantee Fee pursuant to Section 7.1- and the terms of this Rider.

## SECTION 9. PORTABILITY OF OUR GUARANTEES

If a Participant <sup>D</sup>[or Eligible Spouse] who has amounts allocated to an Eligible Investment for his or her benefit, is eligible to receive a Distribution from the Plan, which is an "eligible rollover distribution" within the meaning of Section 402(f)(2) of the Code, then subject to Our receiving any applicable regulatory approvals, We shall make available to the Participant or <sup>D</sup>[or Eligible Spouse] the right to transfer all or a part of Our guarantees under this Rider to one or more contracts as described below.

If a Participant's <sup>D</sup>[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of either a Roth retirement plan account or a traditional retirement plan account (but not both), and if such amount is transferred to a Roth IRA contract or a traditional IRA contract, respectively, then Our guarantees under such contract will be determined in accordance with (a) and (b) below.

If a Participant's <sup>D</sup>[or Eligible Spouse's] Guaranteed Withdrawal Market Value consists of both a Roth retirement plan account and traditional retirement plan account, and if an amount from each such retirement account is transferred to a Roth IRA contract and a

traditional IRA contract, respectively, then Our guarantees will be separately determined under each contract, in accordance with (c) below.

- a. If the Participant <sup>D</sup>[or Eligible Spouse] transfers directly to such contract all of his or her Guaranteed Withdrawal Market Value under this Rider, then on the date of such transfer:
  - i. if the transfer occurs before his or her Guaranteed Withdrawal Lock-In Date, the <sup>M</sup>[“highest birthday value” under such contract shall be the greater of the Highest Birthday Value and the <sup>J</sup>[Roll-Up Value]] under this Rider; and
  - ii. if the transfer occurs on or after his or her Guaranteed Withdrawal Lock-In Date, the “income base” and <sup>J</sup>[“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount], respectively; or
- b. If the entire Guaranteed Withdrawal Market Value is not transferred directly, the Participant <sup>D</sup>[or the Eligible Spouse] may make a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value to such contract. On the date of the transfer, the <sup>M</sup>[“highest birthday value” under such contract shall be the greater of the Highest Birthday Value and the <sup>J</sup>[Roll-Up Value]] under this Rider, and the “income base” and <sup>J</sup>[“annual guaranteed withdrawal amount”] under such contract shall be the Income Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount], respectively, in all cases reduced by the percentage equivalent to the ratio of (i) the amount of the Guaranteed Withdrawal Market Value remaining after the transfer and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.
- c. If a Participant’s <sup>D</sup>[or Eligible Spouse’s] Guaranteed Withdrawal Market Value consists of a Roth retirement plan account and a traditional retirement plan account, and he or she transfers directly all of his or her Guaranteed Withdrawal Market Value under this Rider, or makes a one-time election to transfer directly a portion of his or her Guaranteed Withdrawal Market Value, to each such contract, as applicable, then on the date of such transfers:
  - i. the <sup>M</sup>[“highest birthday value” under each such contract shall be the greater of the Highest Birthday Value and the <sup>J</sup>[Roll-Up Value]] under the Rider, and the “income base” and <sup>J</sup>[“annual guaranteed withdrawal amount”] under each such contract shall be the Income

Base and <sup>J</sup>[Annual Guaranteed Withdrawal Amount], respectively, in all cases, reduced by the percentage equivalent to the ratio of (i) the Guaranteed Withdrawal Market Value less the amount transferred to each such contract, and (ii) the Guaranteed Withdrawal Market Value, all determined on the Valuation Date of such transfer.

Such contract(s) may contain a minimum contribution requirement and have different provisions than this Rider for Our guarantees or determining the value of Our guarantees under such contract(s). The portability described in this Section 9 is not available for amounts paid from our general account under Section 2.2.

## SECTION 10. INVESTMENTS

As a condition of receiving Our guarantees under this Rider We require the use of one or more of the Eligible Investments We specify for amounts directed for investment under the <sup>B</sup>[Agreement / Contract]. We reserve the right to change or eliminate Eligible Investments or such asset allocation models, and not accept ~~Deposits or Transfers~~ amounts for allocation to an Eligible Investment. We also reserve the right to not permit ~~transfers~~ exchanges between Eligible Investments.

## SECTION 11. LIMITATIONS

~~11.1. Limitations on Deposits and Transfers.~~ We reserve the right to not accept a ~~Deposit or Transfer~~ amounts for allocation to an ~~Active~~ Eligible Investment:

- a. for <sup>C</sup>[ninety (90)] days after the date ~~of a Withdrawal~~ amounts are allocated from the same ~~Active~~ Eligible Investment, if the transaction is a Rollover or a ~~Transfer; exchange from an another Plan investment option;~~
- b. if the ~~Deposit or Transfer~~ amount allocated is a lump sum repayment of a loan made by the Plan to the Participant; ~~or~~
- c. if accepting the ~~Deposit or Transfer~~ amount allocated is contrary to Our underwriting guidelines; ~~or~~

~~d. 11.2 Limitations on Deposit, Transfers and Contributions.~~ We reserve ~~if~~ the right to not accept Deposits, Transfers or Contributions for allocation to an Eligible Investment ~~amount allocated is~~ for the benefit of any individual who is a Participant's beneficiary under the Plan, but ineligible for distribution of the Participant's interest under the Plan in accordance with Section 401(a)(9)(B)(iv) of the Code.

~~11.3 Limitations on transfers between Eligible Investments.~~ We reserve the right to not permit transfers between Eligible Investments.

## SECTION 12. MISCELLANEOUS

**12.1. Direction.** Notwithstanding anything in this Rider to the contrary, all directions required to be given to Us under this Rider shall be given by the person authorized to give such direction under the terms of the Plan. We shall be under no obligation to act until We receive such direction.

**12.2. Small Benefits.** We shall make a payment equal to the sum of the Guaranteed Withdrawal Market Value and the net actuarial value of Our guarantee to the Participant <sup>D</sup>[or Eligible Spouse] under this Rider if:

- a. the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] at the Guaranteed Withdrawal Lock-In Date is less than any minimum <sup>J</sup>[Annual Guaranteed Withdrawal Amount] required by Us in this Rider; or
- b. the Plan requires the Participant's <sup>D</sup>[or Eligible Spouse's] Plan account balance to be distributed without the Participant's <sup>D</sup>[or Eligible Spouse's] consent, other than distributions intended to comply with requirements of Section 401(a)(9) of the Code or regulations thereunder, and such amount is not transferred directly to a contract in accordance with Section 9 of this Rider.

In such event, the Participant's <sup>D</sup>[or Eligible Spouse's] Guaranteed Withdrawal Account will be cancelled and no further benefits will be provided to the Participant <sup>D</sup>[or Eligible Spouse] under this Rider.

**12.3. Required Minimum Distributions.** As of the last Valuation Date in each calendar year <sup>I</sup>[following the Guaranteed Withdrawal Lock-In Date / beginning with the calendar year immediately preceding the calendar year of the Guaranteed Withdrawal Lock-In Date] (each the "RMD Calculation Date"), We will determine, following Our established and published procedures that have been communicated to You, the amount a Participant <sup>D</sup>[or Eligible Spouse] would need to take as a Withdrawal to comply with the requirements of Section 401(a)(9) of the Code applicable to distributions over the life of the Participant, life of a designated beneficiary, or over the lives of the Participant and a designated beneficiary, during the next following calendar year (each the "RMD Payment Year").

Each such amount shall be based on the assumption that <sup>K</sup>[the sum of] the Guaranteed Withdrawal Market Value <sup>K</sup>[and the net actuarial value of Our guarantees under this Rider to the Participant <sup>D</sup>[or Eligible Spouse]] is the Participant's <sup>D</sup>[or Eligible Spouse's] entire account balance under the Plan. <sup>D</sup>[If the amount determined on the RMD Calculation Date is for an Eligible Spouse, the amount will be based on the assumption that the Eligible Spouse is a "spouse" for purposes of federal law. ] If the

required minimum distribution (RMD) amount determined using these assumptions exceeds the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] on the RMD Calculation Date, then the difference between such RMD amount and the <sup>J</sup>[Annual Guaranteed Withdrawal Amount] shall be the “RMD Value.” Withdrawals taken in the RMD Payment Year shall be treated as Excess Withdrawals only to the extent they exceed the RMD Value. Any RMD Value remaining at the end of each RMD Payment Year shall expire and not increase the RMD Value in any subsequent RMD Payment Year.

**12.4. Misstatements and Corrections.** For purposes of this Rider, if We discover that the Participant’s <sup>D</sup>[or Eligible Spouse’s] age or any other fact pertaining to Our guarantees under this Rider was misstated, or We discover a clerical error, We will make adjustments to any fees, guarantees or other values under this Rider to reasonably conform to the facts following Our established procedures, which shall be applied on a uniform basis.

## MEMORANDUM OF VARIABILITY

### Nature and Scope of changes in portions of Form

GA-2020-~~TGWB3~~TGWB4-0805

The bracketed areas of the Form are designed to accommodate variability. Page numbers, section numbers and references to section numbers may be modified to properly align the final printed document. Punctuation may be corrected or added to clarify provisions, but not to change their meaning. The Form, when issued, may vary in format.

- A The Form may be issued as an amendment to an existing agreement, or as part of the original issuance of an agreement. When issued as an amendment, this section will be used; when issued as part of the original issuance, this section will be deleted. When used, bracketed text will change to reflect contract-holder name, signatories, titles, contract number and dates.
- B The text will vary as needed to conform to the text of the agreement the Form is used with.
- C Day counts may vary according to the terms agreed upon with the client.
- D The text will be included or excluded according to the terms agreed upon with the client. For highest birthday value and roll-up value, both may be included, or either one may be excluded, but not both.
- E Ages, dollar amounts, date, number of years, and percentages will vary in accordance with PRIAC's underwriting guidelines. Changes to inforce Forms will only be made prospectively unless such a change would be beneficial to the participant.
- F The maximum Guarantee Fee may be changed prospectively for an entire class of business.
- G This text may vary to conform to the terms of the particular qualified plan's beneficiary provisions.
- H This text may vary to allow for changes to definition for future investment changes to the Department of Labor regulations.
- I Items will vary according to the terms agreed upon with the client.
- J The names of these terms may vary to allow flexibility to change them to be consistent with enrollment materials and other descriptions provided to our clients and plan participants. Upon such change, the numerical sequence of the term as it appears in Section 1 will also change. Some examples are as follows: we may change the name of the term "Annual Guaranteed Withdrawal Amount" to "Lifetime Annual Withdrawal Amount" or the name of the term "Roll-Up Value" to "Guaranteed Income Growth Value".
- K The text will be included or excluded based on the legal requirements applicable to the type of plan covered under the contract.
- L Text will be modified to align with the type of plan being covered by the Form (e.g. 401 or 457).

M The text included is the default text, but may be replaced with one of the following depending on whether the Form or the IRA contract include or exclude the “highest birthday value” or “roll-up value”:

- 1 “highest birthday value” and <sup>J</sup> [“roll-up value”] under such contract shall be the Highest Birthday Value and <sup>J</sup> [Roll-up Value], respectively,
- 2 “highest birthday value” under such contract shall be the Highest Birthday Value
- 3 <sup>J</sup> [“roll-up value”] under such contract shall be the <sup>J</sup> [Roll-Up Value]
- 4 “highest birthday value and <sup>J</sup> [“roll-up value”] under such contract shall each equal the Highest Birthday Value

**Life, Accident & Health, Annuity, Credit Transmittal Document**

<b>1.</b>	<b>Prepared for the State of</b>	<b>Arkansas</b>
<b>2.</b>	<b>Department Use Only</b>	
	<b>State Tracking ID</b>	

<b>3.</b>	<b>Insurer Name &amp; Address</b>	<b>Domicile</b>	<b>Insurer License Type</b>	<b>NAIC Group #</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
	Prudential Retirement Insurance and Annuity Company 280 Trumbull Street Hartford, CT 06103	Connecticut	Life	304	93629	06-1050034	

<b>4.</b>	<b>Contact Name &amp; Address</b>	<b>Telephone #</b>	<b>Fax #</b>	<b>E-mail Address</b>
	Ms. Ann Jadro Prudential Retirement Insurance and Annuity Company 200 Wood Ave S Iselin NJ 08830-2706	732-482-8870	732-482-8946	ann.jadro@prudential.com
<b>5.</b>	<b>Requested Filing Mode</b>	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____		

<b>6.</b>	<b>Company Tracking Number</b>	<b>PRGA-GA-2020-TGWB4-0805-ED-AR</b>
<b>7.</b>	<input type="checkbox"/> New Submission <input checked="" type="checkbox"/> Resubmission	Previous file # <u>PRUD-126076020</u>
<b>8.</b>	<b>Market</b>	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise <input type="checkbox"/> Small <input type="checkbox"/> Large <input checked="" type="checkbox"/> Small and Large <input checked="" type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Other: _____
<b>9.</b>	<b>Type of Insurance (TOI)</b>	<b>A03G Group Annuities Deferred Variable</b>
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	<b>A03G.002 Flexible Premium</b>
<b>11.</b>	<b>Submitted Documents</b>	<input checked="" type="checkbox"/> <b>FORMS</b> <input type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input checked="" type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other  <b>Rates</b> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate  <input type="checkbox"/> <b>FILING OTHER THAN FORM OR RATE:</b> Please explain: _____  <b>SUPPORTING DOCUMENTATION</b> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreements <input checked="" type="checkbox"/> Statement of Variability <input checked="" type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other Fee Schedule

<b>12.</b>	<b>Filing Submission Date</b>		
<b>13</b>	<b>Filing Fee (If required)</b>	Amount	\$20.00
		Check Date	
		Retaliatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Check Number	
<b>14.</b>	<b>Date of Domiciliary Approval</b>	<b>August 20, 2009</b>	

<b>15.</b>	<b>Filing Description:</b>
	Please see Filing Description under the General Information Tab for a complete description of the filing.

<b>16.</b>	<b>Certification (If required)</b>
<b>I HEREBY CERTIFY</b> that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of Arkansas.	
Print Name	_____ Title <b>Second Vice President</b>
Signature	Date: _____

<b>17.</b>	<b>Form Filing Attachment</b>	
<b>This filing transmittal is part of company tracking number</b>		<b>PRGA-GA-2020-TGWB4-0805-ED-AR</b>
<b>This filing corresponds to rate filing company tracking number</b>		

	<b>Document Name</b>	<b>Form Number</b>		<b>Replaced Form Number</b>
	<b>Description</b>			<b>Previous State Filing Number</b>
01	<b>Group Annuity Rider</b>	<b>GA-2020-TGWB4-0805</b>	<input checked="" type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
02			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
03			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
04			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
05			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
06			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
07			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
08			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
09			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
10			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	

LH FFA-1

<b>18.</b>	<b>Rate Filing Attachment</b>			
<b>This filing transmittal is part of company tracking number</b>				
<b>This filing corresponds to form filing company tracking number</b>				
<b>Overall percentage rate indication (when applicable)</b>				
<b>Overall percentage rate impact for this filing</b>		<b>%</b>		
	<b>Document Name</b>	<b>Affected Form Numbers</b>		<b>Previous State Filing Number</b>
	<b>Description</b>			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	

LH RFA-1

**PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY CO.**

**CERTIFICATION**

We certify that in our judgment the following policy forms which are included in the filing are in compliance with Regulation 19, Regulation 49, and ACA 23-79-138 as well as all applicable requirements of the Department.

Group Annuity Rider Form GA-2020-TGWB4-0805

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Ann Jadro  
Second Vice President

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Date